

A. G. Contract No.KR911493TRD
ECS File: JPA 91-83
Hopi Project: 91-003
Project: 264 NA 373 H 2143 01C
264 NA 359 H 2144 01C
Section: SR-264 Archaeological
Survey

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE HOPI TRIBE

THIS AGREEMENT is entered into 12 December, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
HOPI TRIBE, acting by and through its Tribal Council (the
"Tribe").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Tribe is empowered by Hopi Tribal Council Resolution H-219-91
to enter into this agreement and has by resolution, a copy of
which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the Tribe.

3. Incident to a future roadway reconstruction
improvement project to State Route 264 (SR-264) contemplated by
the State, the State and the Tribe desire to participate in an
archaeological survey (cultural resource inventory) on SR-264
from MP 359.6 to MP 384.0, a distance of 24.7 miles, more or
less, hereinafter referred to as the Project, at an estimated
cost of \$28,715.00.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>16295</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/12/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>King Croenewald</u>

II. SCOPE OF WORK

1. The Tribe will:

a. Accomplish the Project generally in accordance with Exhibit A, which is attached hereto and made a part hereof. Provide the State copies of progress reports as appropriate and a final report.

b. Invoice the State, no more often than monthly, in a total amount estimated at \$28,715.00.

c. Be responsible for any claims arising from the performance or nonperformance of any work under this agreement attributable to the Tribe.

2. The State will:

a. Appoint a Project Leader to coordinate with and assist the Tribe as necessary and appropriate.

b. Reimburse the Tribe within thirty days after receipt and approval of invoices, in a total amount estimated at \$28,715.00.

c. Be responsible for any claims attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement may be cancelled at any time upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 regarding conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 as regards audit are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

All notices or demands upon any party to this shall be in writing and shall be delivered in person or mail addressed as follows:

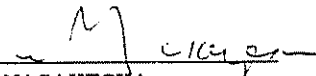
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007


The Hopi Tribe
Tribal Chairperson
PO Box 123
Kykotsmovi, AZ 86039

Attached hereto and incorporated herein is a copy of the determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper

AS WHEREOF, the parties have executed this agreement on the first day of the month of the year first above written.

TRIBE STATE OF ARIZONA
Department of Transportation


MASAYESVA
an

By 
ROBERT P. MICKELSON
Deputy State Engineer

, CHARLES E.
Transportation,
of the State
acting by and
agreement with
authorities for
the inventory

draft said
submitted for



HOPI TRIBAL COUNCIL
RESOLUTION
H-219-91

WHEREAS, the Hopi Tribe, by policy and protocol, requires all lands that may be disturbed by construction or other activity to undergo an archaeological survey; and

WHEREAS, the Hopi Tribe, through the establishment of a Cultural Preservation Office, and the funding of a professional archaeologist, has the technical capability to conduct these surveys; and

WHEREAS, the Arizona State Department of Transportation has proposed to the Hopi Tribe to conduct an archaeological survey on State Route 264 for a distance of 24.7 miles for an estimated cost of \$28,715; and

WHEREAS, the archaeological survey is required as no formal survey has ever been conducted on this right-of-way and to document, under confidential conditions, all cultural resources of significance and to ensure that these are protected; and

WHEREAS, the Hopi Cultural Preservation Office has consulted the respective villages and will continue to consult all parties in this survey to provide adequate input into the survey, its findings and the final report.

NOW THEREFORE BE IT RESOLVED by the Hopi Tribe that it hereby approves the INTERGOVERNMENTAL AGREEMENT between the Hopi Tribe and the State of Arizona for professional services to be provided by the Hopi Cultural Preservation Office; Agreement attached and hereby made a part of this resolution.

BE IT FURTHER RESOLVED by the Hopi Tribe that the Chief Executive Officer of the Hopi Tribe is hereby authorized to enter into said agreement and to place into effect all necessary documents.

HOPI TRIBAL COUNCIL
RESOLUTION
H-219-91

BE IT FURTHER RESOLVED by the Hopi Tribe that a condition stated as follows: "The State of Arizona, Arizona State Department of Transportation, shall not release the findings of this survey for public scrutiny without the written permission of the villages and the Hopi Tribal Council" by reference is hereby made a part of this contract.

BE IT FINALLY RESOLVED by the Hopi Tribal Council that the Treasurer of the Hopi Tribe is authorized to execute all necessary fiscal measures to carry out the intent of this resolution.

C E R T I F I C A T I O N

The foregoing resolution was duly adopted by the Hopi Tribal Council on September 23, 1991, at a meeting at which a quorum was present with a vote of 11 in favor, 0 opposed, 1 abstaining (Vice Chairman presiding and not voting) pursuant to the authority vested in the Hopi Tribal Council by Section 1(a) of Article VI of the Hopi Tribal Constitution and By-Laws of the Hopi Tribe of Arizona, as ratified by the Hopi Tribal Council on October 24, 1936, and approved by the Secretary of the Interior on December 19, 1936, pursuant to Section 16 of the Act of June 18, 1934. Said resolution is effective as of the date of adoption and does not require Secretarial approval.



Patrick C. Dallas, Vice Chairman
Hopi Tribal Council

ATTEST:



Anita Horace, Tribal Secretary
Hopi Tribal Council

A G CONTRACT NO. KR911493TRD

APPROVAL OF THE HOPI TRIBAL ATTORNEY

I have reviewed the above revered proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the HOPI TRIBE, and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe. The Hopi Tribe derives its power to enter this agreement pursuant to Hopi law, notwithstanding paragraph 7, page 3 of the agreement.

DATED this 2nd day January, 1991.

Michael P. O'Connell

Tribal Attorney

A Proposed Work Plan and Budget For Completion
of Cultural Resources Inventory on
State Route 264

(ADOT Projects F-060-1-509, F-060-1-508
Tracs: H2143 01 D; H2144 01 D)

exhibit A

Prepared by:
Michael Yeatts
Staff Archaeologist; Project Director

Prepared for and Submitted to:
Bettina Rosenberg
Highway Archaeologist
Arizona Department of Transportation

Submitted by:
Kurt E. Dongoske
Tribal Archaeologist
Cultural Preservation Office
P.O. Box 123
Kykotsmqui, Az. 86039

Hopi CPO project no. 91-003
June 1991

A PROPOSED WORK PLAN AND BUDGET FOR
COMPLETION OF CULTURAL RESOURCES INVENTORY
ON SR 264

ADOT Projects F-060-1-509, F-060-1-508

Tracs: H2143 01 D; H2144 01 D

Introduction

The Arizona Department of Transportation (ADOT) has requested that the Hopi Tribal Cultural Preservation Office (CPO) complete the cultural resources inventory of SR 264 between mileposts 359.6 and 384. The project was originally awarded to, and begun by, Archaeological Research Services, Inc. of Tempe, Arizona. Following initiation of the fieldwork, however, administrative and political issues made it necessary to terminate the undertaking. At the time that the work was halted, approximately nine of the 24.4 miles of right-of-way (ROW) had been inventoried. The remaining 15.4 miles of the ROW still needs to be inventoried and at least partial recording of the already identified sites, as well as complete recording of any new cultural resources, needs to be undertaken. This is what is detailed in this work plan.

Background

Archaeological Research, Inc. has completed inventory on approximately nine miles of the proposed re-surfacing corridor along SR 264. They have examined the area between mileposts 359.4 and 370 with the following omissions:

- "363.00 to 364.00"; 0.64 miles (only the last 0.65 mile of this 1.64 mile long stretch needs to be inventoried).
- 365.82 to 366.00; 0.18 miles (only south of ROW centerline needs inventory).
- 368.00 to 368.70; 0.70 miles (only west of ROW centerline needs

Inventory).

- 369.30 to 369.95; 0.65 miles (entire ROW needs inventory).

In addition, no survey work has been undertaken between mileposts 370.00 to 384.00. Therefore, 16.17 miles still needs to receive archaeological inventory.

In the approximately nine miles of ROW corridor examined, 21 cultural resource sites were identified. Because the project was truncated during the survey phase, recording at these sites was preliminary and it will be necessary to revisit all of these sites. Assuming a continued site density of 2.3 sites/mile, a total of 37 additional sites is estimated will be encountered; therefore, a total of approximately 58 sites may need to be documented.

Interviews with informants have been conducted from mileposts 359.60 to 371.00, with the omission of a short section on the east side of the ROW centerline between mileposts 367.12 to 367.41. Over 120 features were identified, all of which need field verification of their location. In addition, further ethnographic work will be necessary in this area in order to assess the exact extent of the original work. There is also the 13.31 miles of ROW that has not undergone any ethnographic work.

Field Methods

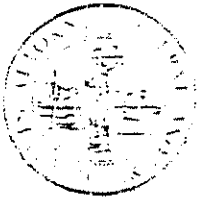
The field work will be undertaken by a crew of two conducting the archaeological inventory and a cultural consultants who are familiar with significant cultural properties along the ROW. The two archaeologists will traverse the ROW corridor parallel to the existing roadway with a spacing between them of 15 meters (49 feet). This will be done on both sides of the existing road, in order to cover the proposed 200 foot (61 meter) wide ROW at a Class III level.

During the course of the survey, cultural consultants familiar with a given section of ROW will accompany the survey team in that section in order to identify significant cultural resources. The cultural consultants will be

arranged through the Hopi Cultural Preservation Office.

Recordation of the identified cultural resources sites will be accomplished following completion of the inventory. At this point, a crew of three will be used. All sites will be assigned ASM numbers and will be recorded on the Hopi Cultural Resources Site Form (appended). In addition to the completion of a site form, a detailed map of the site will be generated and a sample of the artifact assemblage will be analyzed. The percent of artifacts on the site analyzed will be dependant on the overall number of artifacts on the site. A measured unit will be established in the portion of the site felt to contain the highest artifact density. A unit of suitable size to encompass approximately 100 artifacts will be chosen. The location of the unit will be identified on the site map. In addition, the remainder of the site will be examined in order to identify artifact types and classes not represented in the sample unit.

In-use and sacred resources, particularly those identified through the interviews, will not be recorded completely. Enough information will be obtained regarding them to allow for management planning and in order to assess their Register eligibility and their potential for protection under ARPA and AIRFA. The amount of information recorded on sacred areas will be determined through the Cultural Preservation Office.



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
~~GRANT WOODS~~

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-91-1493TRD , an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of December, 1991.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section